

CITY OF ASHEVILLE, NORTH CAROLINA
ADVERTISEMENT FOR BIDS
BID REQUEST NO. FBR #776-11

Pursuant to North Carolina General Statute 143-129 **sealed** proposals for Fire Hydrants for the City of Asheville Central Stores will be received by Donna Martin, Purchasing Agent in the City of Asheville Purchasing Division, **until 3:00 o'clock on Wednesday, September 8, 2010** at which time they will be publicly opened and read.

Proposal forms, instructions and specifications may be obtained at <http://www.ashevillenc.gov/business/subpage.aspx?id=534> or the Purchasing Office Monday through Friday, 8:30 a.m. - 5:00 p.m. Phone (828) 259-5950. If bid addenda are issued, they will be posted to this web site no less than seven (7) days prior to the bid opening date. Each addendum will be identified by number. Bidders are urged to check this page prior to submitting a bid response to assure that they have obtained all addenda that may have been issued for the bid package in question. Bid addenda should be acknowledged (signed) and included with the bid response. Bid responses submitted without acknowledged addenda may be rejected.

The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to the Minority Business Coordinator at (828)232-4566 or to the Office of the Purchasing Manager for the City of Asheville at the number shown above. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs; (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% for African Americans; 2% Hispanic, Asian & Native Americans; and 18% for women-owned businesses.

Bidders are notified of a City policy that prohibits contracting with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

The City of Asheville reserves the right to reject any or all proposals.

City of Asheville North Carolina



REQUEST FOR BIDS AND PROPOSALS
FORMAL BID REQUEST NO. 776-11

FIRE HYDRANTS
FOR THE CITY OF ASHEVILLE
CENTRAL STORES

**BID OPENING DATE: Wednesday, September 8, 2010
AT 3:00 PM LOCAL TIME**

ISSUED BY: CITY OF ASHEVILLE PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, NC 28802
PHONE: (828) 259-5950
DONNA MARTIN, PURCHASING AGENT

**BIDS ARE TO BE MAILED VIA USPS
TO THE ABOVE POST OFFICE BOX,
OR DELIVERED TO THE PURCHASING DIVISION OFFICE,
3 HUNT HILL PLACE, ASHEVILLE, NC 28801,**

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DIVISION

Bid Request No. FBR 776-11

Date August 20, 2010

**REQUEST FOR FORMAL BIDS AND PROPOSALS ON
FIRE HYDRANTS
FOR CITY OF ASHEVILLE CENTRAL STORES**

Pursuant to General Statutes of North Carolina, Section 143-131, as amended, **sealed bids** and proposals, subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services or repair work. **All bids will be received by the City of Asheville Purchasing Division until 3:00 p.m. local time on Wednesday, September 8, 2010, at which time they will be publicly opened and read.**

TERMS: Net 30 Days
DELIVERY: As Specified in Bid

CITY OF ASHEVILLE, N. C.
Donna Martin, Purchasing Agent

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS: All tax imposed upon any article on which you are bidding shall be shown as separate items and in no case included with price bid. Failure to comply with these conditions will be considered grounds for rejection.

		<p>6 month term contract to furnish the City of Asheville Central Stores Warehouse with the following materials.</p> <p><u>Firm pricing is requested for a minimum term of 6 months (180 days.) Orders to be placed on an as needed basis with minimum order quantities as indicated in item description. <i>Quote quantity represents our 6 month usage. It is the bidder's responsibility to ensure sufficient local inventory is available based upon manufacturer's lead time and our 6 month usage. No stock outs are allowed.</i></u></p> <p>Products proposed must meet City of Asheville Standard Specifications, Water Distribution System Design Standards, revised March 2000 which reads as shown on page (2). Hydrants shall be Mueller Super Centurion 250, Clow Medallion, or American MK-73-5. No other manufacturers or models will be accepted.</p>			
Company Name		Bid Submitted By (Signature)			
Address		Printed Name and Title			
City State Zip		Email Address			
Telephone No.		Fax No.			
Web Address		Federal Taxpayer ID No.			
Delivery _____ calendar days after receipt of order		Payment Terms: Net _____ Discount: _____ % Net _____			

CITY OF ASHEVILLE, NORTH CAROLINA

PURCHASING DEPARTMENT

REQUEST FOR FORMAL PROPOSALS

		DESCRIPTION			
		<p>Minimum Specifications for Fire Hydrants For use in the Asheville Water System (Excerpt from Water Distribution Materials Specifications Document issued by the Water Resources Department for the City of Asheville, March 2000)</p> <p>All fire hydrants shall be dry barrel type conforming to AWWA C502, be listed by Underwriters Laboratory, Inc. and have Factory Mutual Research approval. All fire hydrants connected to water mains 6" through 10" is size shall have a 6" barrel, with double 2-1/2" hose connections and a single 4-1/2" steamer connection; all fire hydrants connected to water mains 12" or greater in size shall have an 8" barrel with double 4-1/2" steamer connections.</p> <p>All hose and steamer connections shall include caps attached to the body with a 2/0 minimum twist link, non-kinking, heavy duty machine chain. All caps shall be greased with the manufacturer's specified lubricant and only be hand tight. Caps shall include threaded connections conforming to National Standard Threads.</p> <p>Hydrants shall include a mechanical joint shoe, 1-1/2" pentagon operating nut, painted bronze to bronze seating, shall include a ground breakaway flange and rod coupling, 3-1/2 foot bury, and drain in boot to drain barrel when hydrant seat valve is closed. The hydrant bonnet shall be designed with a sealed oil and grease reservoir with O-ring seals and a Teflon thrust bearing.</p> <p>Operating nut shall open left or counterclockwise and be so marked.</p> <p>Fire hydrants shall be rated for a working pressure of 200 psi.</p> <p>Fire hydrants shall be factory coated as follows: (1) barrel and pipe shall have one coat primer gray oil-based and two coats safety yellow epoxy enamel; (2) caps shall have one coat primer gray oil-based and two coats red epoxy enamel; and (3) bonnets and caps shall have one coat primer gray oil-based paint only.</p> <p>Hydrants shall be Mueller Super Centurion 250, Clow Medallion, or American MK-73-5. No other manufacturers or models will be accepted.</p>			

COMPANY NAME: _____

SIGNED: _____ TITLE: _____

GENERAL CONDITIONS

1. All bids and proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with the applicable plans and specifications prescribed by The City of Asheville. From the date shown until the date of opening the proposals, the plans and specification of the proposed work and/or a complete, description of the apparatus, supplies, materials or equipment and/or work and services are and will continue to be on file in the Purchasing Office for City of Asheville, Asheville, N. C., during usual office hours, and available to prospective bidders.
2. The City reserves the right to evaluate all bids especially where there is a wide range in specifications or to reject any and all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City of Asheville.
3. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials on delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if latter is later than the date of delivery. Guaranteed maximum price must be shown in all bids.
4. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
5. Payment by City due thirty days after delivery in Asheville and inspection unless otherwise specifically provided, subject to any discounts allowed.

BID

In compliance with the above request for bids, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, and unless otherwise specified, within _____ days after receipt of order, deliver F.O.B. Asheville, NC. Discounts will be allowed for prompt payments as follows: 10 calendar day, _____ per cent; 15 calendar days, _____ per cent; 20 calendar days, _____ per cent.

Bidder: _____ Address: _____ Zip: _____

By: _____ Title: _____
(Authorized to sign bids)

Telephone Number: _____

Date: _____

MAILING INSTRUCTIONS

1. Bidder to submit a complete, fully executed bid document.
2. If mailed, bid should be forwarded by certified U. S. Postal Service. Please address and mark your bid as shown below.

CITY OF ASHEVILLE, N. C.
PURCHASING DIVISION
P. O. BOX 7148
ASHEVILLE, N. C. 28802
BID REQUEST NO. FBR 776-11
6 INCH MJ DRY TOP FIRE HYDRANTS
TO BE OPENED 3:00 P.M. LOCAL TIME
Wednesday, September 8, 2010

3. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Asheville, Purchasing Division, No. 3 Hunt Hill Place, Asheville, North Carolina 28801.

NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED. PLEASE INCLUDE BID # ON THE BID ENVELOPE AS WELL AS THE COURIER'S ENVELOPE.

**CITY OF ASHEVILLE, NORTH CAROLINA
PURCHASING DIVISION
REQUEST FOR FORMAL BIDS AND PROPOSALS**

Item No.	Qty.	Item Description	Unit Cost	Extended Cost
1	36 Each	6 Inch Mechanical Joint Dry Top Traffic Model Fire Hydrant with foot piece and accessories per City of Asheville Specifications; 3 Foot, 6 Inch bury; minimum order quantity of 6 each; BID: MFG'R/MODEL NO.: _____ DELIVERY IN _____ DAYS A.R.O. PRICE FIRM FOR: _____	\$ _____	\$ _____
2	24 Each	6 Inch Mechanical Joint Dry Top Traffic Model Fire Hydrant with foot piece and accessories per City of Asheville Specifications; 4 Foot, 6 Inch bury; minimum order quantity of 6 each; BID: MFG'R/MODEL NO.: _____ DELIVERY IN _____ DAYS A.R.O. PRICE FIRM FOR: _____	\$ _____	\$ _____
		TOTAL BID		\$ _____

BID SUBMITTED BY:

Company _____ Representative _____

SPECIAL TERMS AND CONDITIONS
TERM CONTRACT TO PURCHASE FIRE HYDRANTS

1. **SUMMARY**: Bidders please note: This request for bids and proposals includes provisions for the City of Asheville to establish a term contract to purchase estimated 6 month requirements for FIRE HYDRANTS as described herein for the City of Asheville. Prices thus established will apply to orders issued during the term of the contract with orders placed on an as needed basis for minimum order quantities identified herein. (NOTE: Minimum order quantities are identified. See No. 1.) Firm pricing is requested for a minimum term of 6 months.

Bids are to be submitted in accordance with the enclosed specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the materials identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.

CURRENT APPROVED PRODUCT/MANUFACTURER: Through an evaluation process, the current approved manufacturers are shown in the item description bid specification on page 2. **For the purposes of this contract alternates will not be considered**

Upon award of this bid the City will issue purchase order(s) for the minimum order quantity identified for each item. Following orders will be placed on an AS NEEDED BASIS.

2. **NOTICE TO BIDDERS**: All bids are subject to the provisions of the Special Terms and Conditions specific to this Request for Quotation and the Specifications. The City of Asheville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of a proposal the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
3. **ISSUING OFFICE**: This bid request is issued by the City of Asheville Purchasing Division, No. 3 Hunt Hill Place, P. O. Box 7148, Asheville, North Carolina 28802. All correspondence and inquiry should be made to this address. Our telephone number is (828) 259-5950 and our fax number is (828) 259-5440.
4. **CLARIFICATIONS/INTERPRETATIONS**: Any and all questions regarding this document must be addressed to the City of Asheville Purchasing Division. Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. Therefore no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from any source are of no effect.

5. **MINOR DEVIATIONS/EXCEPTIONS TO SPECIFICATIONS:** Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however all proposed minor deviations must be explained in detail and submitted within the exceptions to specifications time frame identified herein.
6. The City of Asheville reserves the right to postpone bid openings for its own convenience.
7. **BID INQUIRIES:** Questions of a general can be answered by any member of our staff. Questions of a more specific nature (regarding Special Terms and Conditions or bid specifications) should to be directed to the individual identified on page 1 (ISSUED BY).

Our office hours are Monday through Friday, 8:30 a.m. – 5:00 p.m. Telephone 828-259-5950.

8. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as non-responsive. The City of Asheville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of Asheville of non-responsiveness.
9. **BIDDERS SUBMITTALS:** Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.
10. **PREPARATION OF FORMS:** All bids must be submitted on forms provided. Figures should be written in ink or typewritten. Any changes on the original bid should be made in ink and initialed by the person signing the bid. **NOTE:** If there are discrepancies between unit price quoted and extensions the unit price will prevail.
11. **EXPENSES INCURRED IN PREPARING BID:** The City of Asheville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
12. **TAX EXEMPTIONS:** The City of Asheville is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices but may be added as separate items.
13. **SUBMITTALS:** Bidders to submit one (1) **original bid package.**

14. **VENDOR APPLICATION AND LICENSES:**

***Vendor Application:** Bidders may complete a City of Asheville Vendor Application and return it with bid response. Bidders may download the form from the City's website at the following link: www.ashevillenc.gov. Look under the **BUSINESS** tab, select "Doing Business with the City" and select "Vendor Application" from the list of options. Directions for submittal are available on this page.

***Business Privilege License:** All vendors doing business with the city must have a business privilege license. Please include a copy of your license with the bid. If you do not have one, download the form from the same web page under "Doing Business in the City" and submit to the Accounting Division. Please include a copy of your application with the bid.

***NC Certificate of Authority:** All out of state vendors submit a copy of your certification with your bid or register with the State of NC at <http://www.secretary.state.nc.us/Corporations/Forms.aspx?EntityId=2719996&Type=Nonprofit%20Corporation> and submit a copy once received.

15. **DELIVERY:** Delivery shall be made F.O.B.: City of Asheville Central Stores, #3 Hunt Hill Place, Asheville, NC 28802. **Quote quantity represents our 6 month usage. It is the bidder's responsibility to ensure sufficient local inventory is available based upon manufacturer's lead time and our 6 month usage. No stock outs are allowed.**

16. **EVALUATION AND SELECTION OF BIDS:** The evaluation of bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed equipment including selection of the lowest responsible/responsive bidder with consideration of past performance, service record, and reliability. Terms discounts are a consideration in award.

The statutory provisions controlling purchasing by local governments in N. C. (RE: G.S. 143) includes selection standards for use in making awards. The provision reads "All contracts shall be awarded to the lowest responsible bidder taking into consideration quality, performance and the time specified in the bids for performance of the contract."

The City of Asheville reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Asheville.

17. **CONTRACT/AWARD:** Pursuant to the laws governing public contracts in North Carolina, the successful bidder's/vendor's response to this Request for Bid and any addenda thereto plus the issuance of an award letter for the proposed goods and/or services shall constitute a binding contract.

18. **MINORITY BUSINESS PARTICIPATION:** The City of Asheville has adopted a Minority Business Plan to encourage participation by minority businesses in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of that Plan. Questions regarding the Minority Business Plan may be directed to the Minority Business Coordinator, at 828-232-4566 or to the City of Asheville Purchasing Division Office at 828-259-5950. It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs, and to (2) prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. Minority participation goals for procurement contracts are: 5% African Americans, 2% Hispanic, Asian and Native Americans and 18% for women owned businesses.
19. **INDEMNIFICATION:** The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Asheville and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney’s fees, charges, liability, and exposure, however, caused – resulting from, arising out of, or in any way connected with the bidder’s/vendor’s negligent performance or nonperformance of the terms of the contract.
20. **ASSIGNMENT:** During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City of Asheville.
21. All bids shall be made firm for no less than one hundred eighty (180) days, (6 months).
22. **PURCHASE OF ADDITIONAL REQUIREMENTS:** The City reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Purchase of additional materials after the period of firm pricing will be subject to bidder's acceptance.
23. **INVOICES AND PAYMENTS:** ALL INVOICES AND PACKAGES MUST BEAR THE PURCHASE ORDER NUMBER ISSUED FOR THAT ORDER. Rejected materials will be returned to the Vendor at the Vendor's risk and expense. Cash discounts will be deducted as provided herein or in accordance with the terms of your quotation or bid. DISCOUNT PERIOD WILL DATE FROM RECEIPT OF INVOICE OR RECEIPT OF GOODS, WHICHEVER IS LATER. NET PURCHASES WILL BE PAID 30 DAYS FROM DATE OF YOUR INVOICE. The City is exempt from Federal Excise Tax but not from State and Local Sales Tax. This tax must be shown as separate items on invoice. Purchases for resale are covered by resale exemption No. 901-1-011-12821. SEND INVOICES TO: CITY OF ASHEVILLE ACCOUNTING DIVISION, P.O. BOX 7148, ASHEVILLE, N.C. 28802

08/20/2010

CITY OF ASHEVILLE
PURCHASING DIVISION

BID REQUEST NO. FBR 776-11

FIRE HYDRANTS
FOR THE CITY OF ASHEVILLE

THE UNDERSIGNED AFIRMS THAT THE PROPOSAL MADE HERE-IN IS MADE WITHOUT ANY CONNECTIONS WITH ANY OTHER PERSON, OR PERSONS, MAKING ANY OTHER PROPOSAL FOR THE ABOVE ITEM(S): THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLUSION OR FRAUD:

THAT _____ (FIRM NAME) IS NOT CONNECTED IN ANY OFFICIAL CAPACITY WITH THE CITY OF ASHEVILLE, AND THAT NO PERSON, OR PERSONS, ACTING IN SUCH CAPACITY ARE DIRECTLY, OR INDIRECTLY, INTERESTED HEREIN OR IN ANY OF THE PROFIT ARISING OR ANTICIPATED FROM THIS TRANSACTION.

IN MAKING THIS PROPOSAL, IT IS UNDERSTOOD AND AGREED, THAT THE CONDITIONS SET FORTH IN THE ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS, TERMS AND CONDITIONS AND SPECIFICATIONS TOGETHER WITH THE PROPOSAL SHALL FORM A PART OF AND BE CONSTRUED WITH THE CONTRACT MADE UNDER THE SAME.

THE ACCEPTANCE OF THIS PROPOSAL BY THE CITY OF ASHEVILLE, AS EVIDENCED BY THE ISSUANCE OF A CITY OF ASHEVILLE PURCHASE ORDER, WILL BE HELD TO BE A MUTUAL AGREEMENT AS TO EACH AND EVERY CLAUSE OF THIS PROPOSAL AND TO CONSTITUTE A CONTRACT BETWEEN THE PARTIES HERETO.

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____